## Thursday 9th February 2012 Registration from 1.00pm Auction start time 2.00pm

# melon auction

The Point

Lancashire County Cricket Club

Talbot Road, Old Trafford, Manchester M16 OPX

# melor auction

# SUCCESS STORIES

from our December auction

20 Hewitt Avenue, Denton, Manchester



Three bedroom semi detached house

Guide price: £69,000

Sold for £95.000

20 Waterford Avenue, Romiley, Stockport



Three bedroom detached house

Guide price: £120,000

Sold for £131.000

1 Oaklands Drive, Prestwich, Manchester



Three bedroom semi detached house

Guide price: £95,000

Sold for £105.000

338 East Lancs Road, Swinton, Manchester



Three bedroom detached house

Guide price: £100,000

Sold for £124.300

1 Hebers Court, Middleton, Manchester



Two bedroom apartment

Guide price: £48,000

Sold for £56,000

120 Park Road, Timperley, Cheshire



Six bedroom semi detached house

Guide price: £340,000

Sold for £350,000

### auction dates for 2012

Auction	Closing Date
Thursday 9th February 2012	6th January 2012
Tuesday 13th March 2012	10th February 2012
Tuesday 1st May 2012	26th March 2012
Thursday 7th June 2012	4th May 2012
Tuesday 17th July 2012	11th June 2012

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It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

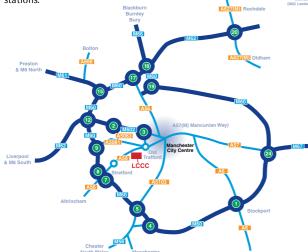
### where is the auction room?

Lancashire County Cricket Club is located on the south side of Manchester, minutes from the M60, and has plenty of free parking. There are also good public transport links from

Manchester City Centre, as follows:

#### Metrolink Tram Services

A regular service operates from Bury in North Manchester, Altrincham (South Manchester), and from Central Manchester. There is a connecting service to Salford Quays and Eccles. The Metrolink is also connected to both mainline railway stations, Piccadilly & Victoria, and runs to Old Trafford Station, next to the cricket ground. Tickets are available from dispensers on all stations.



#### Rail Services

Inter City and local services operate to both Manchester Piccadilly and Manchester Victoria stations. Each station is linked to the Metrolink Tram Service. Catch the tram service for Altrincham and alight at the Old Trafford stop which is next to the ground.

#### **Bus Services**

Several buses services operate between Manchester and Sale/Atrincham, stopping at or near to the Cricket Club

# notices to prospective buyers

1. These particulars are intended to give a brief description of the properties included in this auction. Appointments to view can be arranged via the Edward Mellor office specified. Prospective purchasers will be deemed to have inspected the property they are interested in before bidding.

Where the details state "External viewings only" there will be no access provided to the property either pre auction or between the auction and the completion date. We would recommend that lots which cannot be inspected, whatever the reason, might be unsuitable for buyers who do not regularly deal in such properties, as there is always the risk that they might not be exactly as described.

Access to the roof void, cellars and other hard to reach areas, whether or not there are ladders/steps present does not form part of the normal viewing process. Prospective buyers are advised to engage a surveyor to carry out these inspections. However, should the buyer wish to carry out these inspections then they do so entirely at their own risk, and accept full responsibility for any damage caused, and may be asked to sign a disclaimer.

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working own verification. Any plans or photographs published are for the convenience of prospective purchasers and do not form part of any contract. Any items shown in the photographs are not necessarily included. No representation or warranty is made in respect of the structure of the property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be undertaken by a professionally qualified person prior to bidding. Reproduction of maps should not be assumed to be to any specific scale: boundaries and all area calculations should be assumed to be approximate.

Purchasers who require finance in order to buy should ensure that they have an unconditional offer from their lender before signing any contract.

- 3. The properties included in this catalogue are all to be offered for sale by Public Auction unless previously sold by private treaty. In order to prevent a wasted journey we advise that you should check the availability of properties with the Auction Department on sale day. Pre-auction offers will only be considered once they have been received IN WRITING by the Auction Department. They are then conveyed to the vendor in writing, and you will only be notified if the offer is acceptable. Should you not hear from us, it is safe to assume that your offer was rejected and the property is still going to auction. All pre-auction offers will be assumed to be your best and final offer and no guarantee can be given that you will be invited to increase your bid in the event of an alternative acceptable offer being received prior to exchange.
- 4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the catalogue. The extra and special conditions, along with addenda, are available for inspection by appointment with the Auction Department prior to sale day, or for one hour prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website - please follow the Auction link to the Online Catalogue download page. If you are unsure how to utilise this documentation, we STRONGLY recommend you take the advice of a solicitor before attending the sale, as all prospective purchasers will be deemed to have inspected these and made the usual pre-contract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date

information regarding regeneration strategies and associated compulsory purchase schemes.

5. Intending purchasers are advised to check documentation and take advice upon the exact nature of domestic tenancies on properties in which they are interested prior to bidding. Tenants who occupy on Regulated Tenancies almost undoubtedly have their security of tenure protected. Others, on Assured Shorthold Tenancies, will only have limited protection. Would-be purchasers should assure themselves that the documentation has been completed as they expect, since the auctioneers were not a party to the original lettings and cannot therefore certify the descriptions as correct. "awaiting sight of tenancies", buyers should check with us that these have been received prior to bidding on the property.

Please note that it is not always possible to arrange access for surveyors to inspect properties which are tenanted, and it is therefore imperative that prospective buyers who require finance enquire about access before bidding at auction.

- 6. Guide prices are provided as an opinion only and are not to be taken as the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.
- 7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Proxy. Forms may be found in the catalogue and these should be completed and returned to the Auctioneers together with a cheque representing 10% of your maximum bid (minimum £2,000), at least 48 hours before sale day.
- 8. The Auctioneers reserve the right to amend the lotting order at any time prior to the sale.
- 9. If there are any Addenda to the catalogue, these will be announced prior to the commencement of the sale and will be available in the Auction Room. Purchasers shall

be deemed to purchase with full knowledge of this information.

- 10. On arrival at the auction you will be asked to complete a form, giving your name, address and telephone number and your solicitor's name, address and telephone number. In exchange you will receive a numbered bidding paddle from which we can identify you.
- 11. The auctioneer reserves the right to bid up to the reserve on behalf of the vendor.
- 12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the purchase price (minimum £2,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque.
- 13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) will be payable by the Buyer or his/her agent for each lot purchased, at the same time as, and in addition to, the contractual deposit. This can be paid separately or added to the deposit.
- 14. Keys will not be released on any property until completion has taken place. Should keys be required before the agreed completion date, then the buyer will have to arrange the usual key undertaking via their own solicitor, or complete the sale early

We hope that we have covered all the aspects usually encountered; however, the Auction Department will be pleased to assist with any other queries you may have. **Good luck!** 

# Order of sale for Thursday 9th February

### Sale starts at 2:00pm

1	FALLOWEIGED	1 Have Drive	Thuse hadroom considerated become
_	FALLOWFIELD	1 Hove Drive	Three bedroom semi-detached house
_	LONGSIGHT	10 Whiley Street	Two bedroom terrace in need of updating
_	MOSTON	84 Hinde Street	Two bedroom terraced house
	BLACKLEY	7 Sidmouth Drive	Three bedroom semi-detached
_	BLACKLEY	36 Alconbury Walk	Three bedroom terraced property
_	LEIGH	48 Douglas Road	Three bedroom semi-detached house
_	WYTHENSHAWE	46 Lyndene Road	Three bedroom semi-detached house
_	ECCLES	183 Worsley Road	Two bedroom semi-detached house
	BRINNINGTON	22 Mayorlowe Avenue	Two bedroom quasi semi-detached house
10	HYDE	60 Bennett Street	Three bedroom end terrace
11	HEYWOOD	48-50 Market Street	Vacant double fronted, two-storey shop
12	ASHTON-UNDER-LYNE	122-124 Mossley Road	Double fronted offices and upper rooms
13	HEATON CHAPEL	361 Manchester Road	Four bedroom terrace with cellars
14	CHORLTON-CUM-HARDY	Flat 6, 3 Oswald Road	Tenanted one bedroom second floor flat
15	LEES	Watershead Conservative Club	Former Conservative Club over three storeys
16	SALFORD	43 Grecian Street North	Eight Bedroom HMO Terrace
17	LEIGH	63 Laxey Crescent	Three bedroom semi-detached house
18	WARRINGTON	37 Charter Avenue	Three bedroom terraced house
19	SWINTON	22 May Road	Three bedroom semi-detached house
20	BLACKPOOL	26 Baines Avenue	Two bedroom terraced property
21	LONGSIGHT	Former Plymouth Grove Pub	Detached Grade II listed building
22	DENTON	5 Market Street	Prominent corner building
23	BLACKLEY	25 Andrew Road	Three bedroom semi-detached house
24	OPENSHAW	50 Wilson Street	Two bedroom terraced house
25	SALE MOOR	215 Sale Road	Two bedroom end terraced house
26	OPENSHAW	8 Gransmoor Avenue	Thirteen bedroom bed & breakfast hotel
27	FALLOWFIELD	88 Appleby Lodge	Ground floor studio flat
28	LEES	Woodend Mills	Vacant industrial unit with B1/B8 usage
29	PRESTWICH	23 Sheepfoot Lane	Five bedroom detached house
30	HASLINGDON	471 Blackburn Road	Two bedroom end terraced house
31	GORTON	13 Acheson Street	Two bedroom terraced house
32	OLDHAM	341 Ripponden Road	Modernised four bedroom end terrace
33	ASHTON-UNDER-LYNE	184-186 Stamford Street Central	Substantial four storey commercial building
34	HUDDERSFIELD	93 Longley Road	Two bedroom end terraced property
35	MOSTON	47 Arbory Avenue	Two bedroom semi-detached house
36	OPENSHAW	15 Dunston Street	Two bedroom terrace
37	OPENSHAW	17 Dunston Street	Two bedroom end terrace
38	MOSTON	116 Glen Avenue	Two bedroom terraced house
39	EDGELEY	4 The Limes	Vacant first floor flat
40	MOSTON	2 Arran Street	Two bedroom end terraced house

### Order of sale for Thursday 9th February

#### Sale starts at 2:00pm

41	LONGSIGHT	12 Victoria Terrace	Three bedroom end terraced house
42	ACCRINGTON	Apt. 8a, 8-10 Scaitcliffe Street	Two bedroom ground floor apartment
43	CHORLTON-CUM-HARDY	69 Mersey Bank Avenue	Three bedroom semi-detached with garage
44	LONGSIGHT	161 Dickenson Road	Tenanted shop premises with two flats over
45	CLAYTON	27 Sheldon Street	Two bedroom terraced house
46	BACUP	9 Alma Street	Three bedroom end terrace
47	DENTON	687 Manchester Road	Vacant semi-detached offices
48	RUSHOLME	460 Moss Lane East	Six bedroom HMO property
49	DEBDALE PARK	1119 Hyde Road	Refurbished three bedroom semi-detached
50	MIDDLETON	The Brunswick Hotel	Public house with separate sandwich bar
51	ECCLES	7 Crossfield Road	Tenanted two bedroom ground floor flat
52	RAMSBOTTOM	414 Bolton Road West	Three bedroom end terraced house

### **Edward Mellor Auctions**

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# Testimonial 35 Prout Street, Longsight Guide: £38,000

Sold for: £58,750

To all at Edward Mellor,

Thanks to all of you for being so kind and helpful to me.

John, Andy, Julie, Len and most of all to Nick who made me laugh so much.

Yours sincerely,

Freda Cadman



#### Specialist in

### **Auction**Conveyancing

Contact - Peter Robinson

Peter Robinson & Co. Property Lawyers 27 Queen Street, Oldham OL1 1RD Tel: 0161 678 7996

Fax: 0161 627 3177

Email: peter@conveyancingoldham.co.uk





#### 1 Hove Drive, Fallowfield, Manchester, M14 6TF

Three bedroom semi-detached house

Directions	Hove Drive, off Wa	Hove Drive, off Wald Avenue, off Talbot Road, near to junction with Kingsway (A34)	
Accomodation	Ground Floor:	Ground Floor: Hallway, two reception rooms, kitchen	
	First Floor:	Three bedrooms, bathroom	
	Exterior:	Driveway to front, gardens and garage	
Note	The property has co	The property has central heating and double glazing	
Possession	Vacant - This prope	Vacant - This property will not be sold prior to auction	
Viewing	Auction Department 0161 443 4740		

Guide Price: £115,000



### 10 Whiley Street, Longsight, Manchester, M13 OWR

Two bedroom terrace in need of updating

Directions	Whiley Street, off Dickenson Road
	(A6010) close to Longsight Market

#### Accomodation

Ground Floor: Hallway, two reception rooms, kitchen
First Floor: Two double bedrooms, bathroom

Basement: Two cellar chambers

Exterior: Small front garden, enclosed rear

garden

**Note** The property has a central heating

system

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £60,000





### 84 Hinde Street, Moston, Manchester, M40 9LH

Two bedroom terraced house

**Directions** Hinde Street runs between Kenyon

Lane and Romney Street both of which

are off Moston Lane

Accomodation:

*Ground Floor:* Entrance vestibule, two reception

rooms

First Floor: Two bedrooms, shower-room/wc

Exterior: Yard to rear

**Note:** The property has central heating. The

vendor of this property is a director of

Edward Mellor Ltd.

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £35,000









### 7 Sidmouth Drive, Blackley Village, Manchester, M9 8BU Three bedroom semi-detached in need of improvement

**Directions** Sidmouth Drive is accessed off Middleton Old Road by either entry off Rochdale

Road (A664) and then by turning onto Lion Street and onto Old Road near to The

Rose and Crown Public House

**Accomodation** *Ground Floor:* Living room, dining kitchen

First Floor: Three bedrooms, bathroom

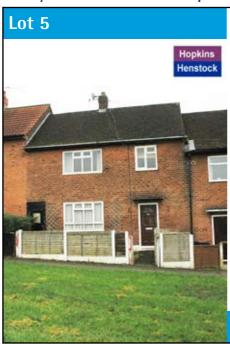
Exterior: Attached garage, driveway, gardens front and rear

**Note** The property has a central heating system and double glazing

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £65,000+



### 36 Alconbury Walk, Blackley, Manchester, M9 0GN

Three bedroom terrace property

Directions	Turn off Victoria Avenue (A6104) onto
	Heaton Park Road, turn right onto
	Finningley Road and take the third left
	turn into the cul-de-sac: Alconbury
	Walk is found at the top of this cul-de-

	Walk is found at the top of this car ac
	sac and is not accessible with vehicles
Accomodation	
Ground Floor:	Hallway, lounge, dining kitchen
First Floor:	Three bedrooms, bathroom
Exterior:	Gardens front and rear
Note	The property has central heating,
	partial double glazing
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £49,000



#### 48 Douglas Road, Leigh, Lancashire, WN7 5HG

Three bedroom semi-detached house

Directions	Douglas Road is directly off Wigan
	B 1.4

Accomodation (not in	ispectea)
Ground Floor:	Lounge, kitchen, bathroom
First Floor:	Three bedrooms

Exterior:

Note The property is believed to have gas central heating and double glazing

Possession Tenanted on a twelve month AST from

Parking to front, garden to rear

Possession Tenanted on a twelve month AST from 01.05.11 at £425 per calendar month

Viewing External viewing only – the tenant must not be disturbed

Guide Price: £45,000+

### 46 Lyndene Road, Wythenshawe, Manchester, M22 4PZ

Three bedroom semi-detached house

**Directions** Lyndene Road is off Brownley Road

which is off the A560 Altrincham Road

Accomodation

Possession

Ground Floor: Small hall, lounge, dining kitchen,

ground floor wc

First Floor: Three bedrooms, bathroom/wc

Exterior: Gardens to front and rear

Vacant

**Note** The property has central heating and

upvc double glazing

Viewing Auction Department 0161 443 4740



Lot 7

Guide Price: £56,000+

### 183 Worsley Road, Winton, Eccles, M30 8BP

Two bedroom semi-detached house

Directions	On B5211
Accomodation	
Ground Floor:	Hall, lounge, dining room, dining
	kitchen
First Floor:	Two bedroom, bathroom/wc leading
	onto an additional room
Exterior:	Driveway, gardens to front and rear
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Lot 8

Guide Price: £80,000

email: auction@edwardmellor.co.uk

0161 443 4740



### 22 Mayorlowe Avenue, Brinnington, Stockport, SK5 8DB

Two bedroom quasi semi-detached house

Directions	Off Brindale Road, Brinnington Road	
Accomodation		
Ground Floor:	Hallway, two reception rooms, kitchen	
First Floor:	Two bedrooms, bathroom	
Exterior:	Gardens to front and rear	
Note	The property has central heating and	
	double glazing	
Possession	Vacant	
Viewing	Auction Department 0161 443 4740	

Guide Price: £45,000



#### 60 Bennett Street, Hyde, Cheshire, SK14 4TF

Three bedroom end terrace

Directions	Bennett Street (B6170) close to Flowery
	Field Rail Station
Accomodation	
Ground Floor:	Hallway, lounge, dining room, kitchen
First Floor:	Landing, three bedrooms, bathroom
Exterior:	Driveway to front, front garden and
	rear garden
Note	The property has central heating and
	majority double glazing. There is a right
	of way across the rear of the row of
	properties
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £50,000+



### 48-50 Market Street, Heywood, Lancashire, OL10 4LY Vacant double fronted, two-storey shop premises, 222 sq m (2,389 sq ft)

Directions	Market Street (A58) in centre of Heywood, close to Morrisons Supermarket		
Accomodation	Ground Floor:	Retail zones A, B & C totalling 114 sq m (1,227 sq ft)	
	First Floor:	Retail area, storeroom and staff room 108 sq m (1,162 sq ft)	
	Exterior:	Pavement fronted	
Note	The property has a	gas warm air heating system. There may be potential for change	
	of use subject to the	he necessary consents and interested parties are advised to consult	
	with the local plan	ning department directly: Rochdale Metropolitan Borough	
	Council, PO Box 32, Telegraph House, Rochdale, OL16 1JH. Tel: 01706 942315		
Possession	Vacant	Vacant	
Viewing	Auction Department 0161 443 4740		

Guide Price: £110,000 - £130,000

#### **Lot 12**



### 122-124 Mossley Road, Ashton under Lyne, OL6 6ND

Double fronted offices and upper rooms on prominent main road

**Directions** Mossley Road (A670) at junction with Queens Road (B6194) and Montague Road and

Darnton Road

**Accomodation** *Ground Floor:* Reception, two front offices, kitchen, rear store, rear office

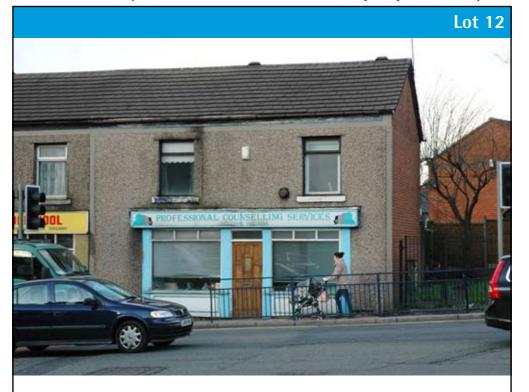
and WC

First Floor: Three rooms, landing area and bathroom/WC

Exterior: Pavement fronted, yard to rear with garage and two parking

spaces

Guide Price: £49,000



### 122-124 Mossley Road, Ashton under Lyne, OL6 6ND

Double fronted offices and upper rooms on prominent main road

Note	The property has central heating. The accommodation floor area is close to 95 sq m over two floors and the property may lend itself for residential conversion subject to the necessary consents and permissions.
	Interested parties are advised to consult with the local planning department directly for change of use/redevelopment at: Tameside Metropolitan Council, Council Offices, Warrington Road, Ashton-under-Lyne, OL6 6EL. Tel 0161 342 8355
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £49,000

### Lot 13





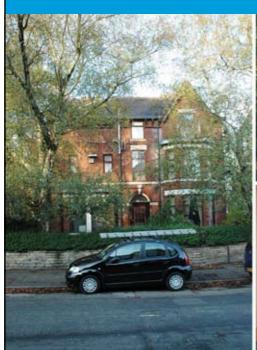
# 361 Manchester Road, Heaton Chapel, Stockport, SK4 5BY

#### Four bedroom terrace with cellars and rear garden

Directions	Manchester Road (A626) close to Brooke Road	
Accomodation	Ground Floor:	Hallway, two reception rooms, kitchen area, downstairs
		shower room
	First Floor:	Three bedrooms, bathroom
	Second Floor:	Bedroom with potential to extend into adjacent loft space
	Basement:	Two chambers with access to rear garden
	Exterior:	Front garden, rear lawn garden with potential for off road
		parking
Note	The property has central heating and is partially double glazed	
Possession	Vacant	
Viewing	Auction Department 0161 443 4740	

Guide Price: £150,000









# Flat 6, 3 Oswald Road, Chorlton-cum-Hardy, Manchester, M21 9LH

#### Tenanted one bedroom second floor flat

Directions	Oswald Road, off Wilbraham Road (A6010) in Central Chorlton on corner of Vincent Avenue		
Accomodation	Ground Floor:	Communal hallway	
	Second Floor:	Living room, fitted kitchen, bedroom, shower room	
	Exterior:	Communal lawn gardens	
Note	The property has central heating		
Possession	Tenanted on 6 Month AST from 1st November 2011 at £475 pcm		
Viewing	Auction Department 0161 443 4740		

Guide Price: £59,000

#### **Lot 15**





### Watershead Conservative Club, Sharples Hall Street, Oldham, OL4 20Z

Former Conservative Club over three storeys, approximately 7,000 sq.ft (650 sq.m)

**Directions** Sharples Hall Street, off Huddersfield Road (A62) close to the junction of Ripponden

Road (A672)

Accomodation Measurements provided by vendor

 Ground Floor:
 278.71 sq.m (3,000 sq.ft)

 First Floor:
 278.71 sq.m (3,000 sq.ft)

 Basement:
 92,9 sq.m (1,000 sq.ft)

**Note** The property may be suitable for redevelopment or change of use and interested

parties are advised to consult with the local planning office directly: Oldham Metropolitan Borough Council, PO Box 160, Civic Centre, West

Street, Oldham, OL1 1UK. Tel: 0161 770 3000

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £95,000



#### 43 Grecian Street North, Salford, M7 2JR

Eight Bedroom HMO Terrace producing £515 per week all on AST agreements

Directions	ections Grecian Street North (at corner with Oak Street) off Great Cheetham St (A576)	
Accomodation	Ground Floor:	Hallway, three rooms, bathroom
	First Floor:	Landing, three rooms, bathroom, laundry room
	Second Floor:	Landing, two rooms
	Exterior:	Gardens to three sides, garage
Note	The property has central heating and majority double glazing, HMO licence	
	associated documents are available for inspection in legal pack	
Possession	Tenanted. Refer to legal pack: all 8 tenancies are available for inspection	
Viewing	Auction Department 0161 443 4740	

**Guide Price: £125,000+** 



### 63 Laxey Crescent, Leigh, Lancashire, WN7 5HE

Three bedroom semi-detached house

**Directions** Laxey Crescent is off Douglas Road

which is directly off Wigan Road A578

Accomodation (not inspected)

Ground Floor: Lounge, kitchen, bathroom

First Floor: Three bedrooms

Exterior: Gardens to front and rear

Note The property has double glazing

Possession Tenanted on a twelve month AST from 01.09.11 at £450 per calendar month

**Viewing** External viewing only – the tenant

must not be disturbed

#### Guide Price: £45,000+

#### **Lot 18**

# 37 Charter Avenue, Warrington, Cheshire, WA5 0DJ

Three bedroom terraced house



Directions
Charter Avenue is off Longshaw Street
which in turn is off Folly Lane

Accomodation
Ground Floor:
Small hall, lounge, kitchen
First Floor:
Three bedrooms. bath/wc

Exterior: Paved frontage, rear garden with patio

and lawned area

**Note** The property has central heating and

double glazing

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £55,000

#### 22 May Road, Swinton, Manchester, M27 5FR

Three bedroom semi-detached house

Directions Off Manchester Road A6 Accomodation: Ground Floor: Hall, lounge, dining room, kitchen First Floor: Three bedrooms, bathroom/wc Exterior: Front and rear gardens, driveway, garage Note The property has central heating and partial double glazing Possession Vacant Viewing Auction Department 0161 443 4740



**Guide Price: £105,000+** 

### 26 Baines Avenue, Blackpool, FY3 71 A

Two bedroom terraced property

Directions

Baines Avenue is off Poulton Old Road
which is off the A586 Poulton Road

Accomodation (not inspected)

Ground Floor: Lounge, kitchen

First Floor: Two bedrooms, bathroom/wc

Exterior: Garden to rear

**Possession** Tenanted – awaiting sight of tenancy,

please refer to the legal pack

**Viewing** External viewing only – the tenant

must not be disturbed

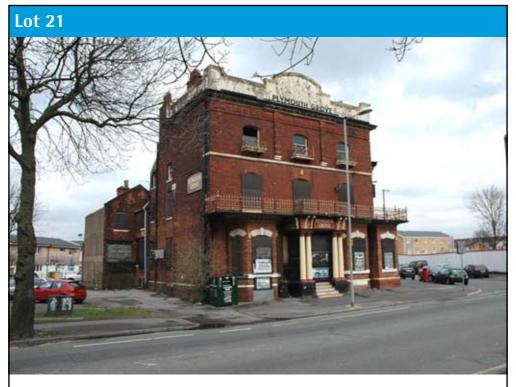


Guide Price: £55,000

email: auction@edwardmellor.co.uk

0161 443 4740

**Lot 20** 

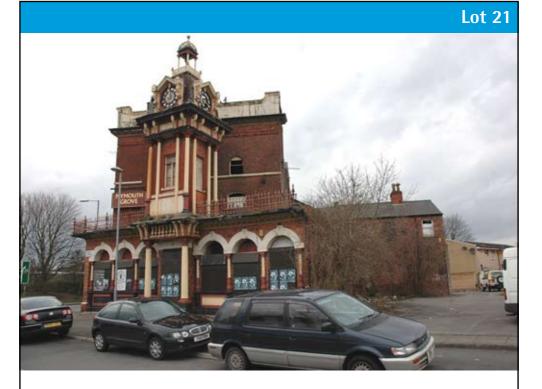


# Plymouth Grove Hotel, 65 Plymouth Grove, Manchester, M13 9LU

Detached Grade II listed building with scope for redevelopment subject to consents. Approximate size (excluding cellars) 410 sq.m.

Directions	On Plymouth Grove (A5184) close to junction with Upper Brook Street (A34) close to city centre and the universities	
		sq.m approx')
	First Floor:	Split level, eight rooms including kitchen, ancillary room, two
		WC's separate shower room. (153 sq.m approx')
	Second Floor:	Five rooms including storeroom, bathroom. (113 sq.m approx')
	Cellar:	Four basement rooms plus ancillary space
	Exterior:	Parking area to rear

Guide Price: £190,000



### Plymouth Grove Hotel, 65 Plymouth Grove, Manchester, M13 9LU

Detached Grade II listed building with scope for redevelopment subject to consents. Approximate size (excluding cellars) 410 sq.m.

Auction Department 0161 443 4740

Viewing

Note	The property is in need of renovation. Interested parties are advised to read the legal
	pack fully relating to the car parking and for change of use and planning we advise
	parties to consult with the local planning department directly at:
	Manchester City Council, Town Hall, Albert Square, Manchester, M60 2LA.
	Tel 0161 234 5000
Possession	Vacant

Guide Price: £190,000

#### **Lot 22**



#### 5 Market Street, Denton, Manchester M34 2JL

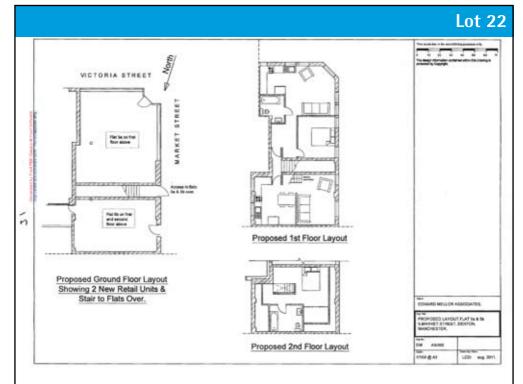
A prominent corner building providing the option to divide into two retail units and two first floor flats

A fantastic opportunity to acquire a double size corner building situated in the heart of Denton's newly constructed village square. The square has been a huge success, attracting a substantial number of local residents

The building provides flexible accommodation that could be divided into two ground floor shop units and two first floor one bedroom flats (plans opposite). Alternatively, it could be a large ground floor unit and large first floor offices.

If the building were to be split into four units we would anticipate a minimum rental income of £22,000 per annum.

#### Guide Price: circa £55,000



#### 5 Market Street, Denton, Manchester M34 2JL

A prominent corner building providing the option to divide into two retail units and two first floor flats

Directions	Off Town Lane, Stockport Road A6017	
Accomodation	Ground Floor:	Retail unit with potential to split into two separate units.
		Potential to create two one-bedroom apartments on first
		floor
	Exterior:	Rear yard
Note	The vendor of this property is a director of Edward Mellor Ltd.	
Possession	Vacant	
Viewing	Auction Department 0161 443 4740	

Guide Price: circa £55,000



### 25 Andrew Road, Blackley, Manchester, M9 8AY

#### Three bedroom semi-detached house

**Directions** Off Sidney Road which runs between Russet Road and Old Road, off A664

#### Accomodation (not inspected)

Ground Floor: Hall, lounge, kitchen with built in oven,

hob and extractor

First Floor: Three bedrooms, re-fitted bathroom/wc
Exterior: Gardens to front and rear, driveway

Note The property has central heating and

partial double glazing

**Possession** Tenanted – six month AST from

15/02/10 at £145 per week, however we are advised that £500 per month is

collected

Viewing Strictly external viewing only – the

tenant must not be disturbed

Guide Price: £50,000+

#### **Lot 24**



### 50 Wilson Street, Openshaw, M11 2AZ

Two bedroom terraced house

**Directions** Wilson Street can be found directly off

Alan Turing Way A6010

Accomodation (not inspected)

Ground Floor: Open plan lounge through dining

room, kitchen

First Floor: Two bedrooms, bathroom/wc

Exterior: Yard to rear

**Note** The property has double glazing

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £25,000+





**Lot 25** 





### 215 Sale Road, Sale Moor, Manchester, M23 OFP Two bedroom end terraced house

Directions	Sale Road is the B5166 which runs between A5103 Princess Parkway and A6 Marsland Road		
Accomodation	Ground Floor:	Small hall, modern re-fitted kitchen with built in oven and hob, lounge, dining room	
	First Floor: Exterior:	Two bedrooms, new bathroom with white suite and shower	
Note			
	1 1 7	The property has central heating with a combi boiler and majority double glazing	
Possession	Vacant		
Viewing	Auction Department 0161 443 4740		

**Guide Price: £75,000+** 

email: auction@edwardmellor.co.uk



### 8 Gransmoor Avenue, Openshaw, Manchester, M11 1HR Thirteen bedroom bed & breakfast hotel with HMO licence

Directions	Gransmoor Avenu	Gransmoor Avenue off Ashton Old Road (A635) close to St Annes RC Church	
Accomodation	Ground Floor:	Hallway, communal lounge, five rooms	
	First Floor:	Three bedrooms, three WC's and two shower rooms	
	Second Floor:	Five bedrooms	
	Basement:	Office/lounge, kitchen diner	
	Exterior:	Yard to the rear	
Note	The property has central heating		
Possession	The property is operated by the owners as a bed and breakfast with income average £4,500 per month (the income fluctuates due to the nature of the company o		
Viewing	Auction Department 0161 443 4740		

Guide Price: £150,000+











# 88 Appleby Lodge, Fallowfield, Manchester, M14 6HG Ground floor studio flat

Directions	Appleby Lodge is opposite Platt Fields Park, close to the centre of Rush		
	Wilmslow Road A6010		
Accomodation	Ground Floor:	Communal entrance hall. Flat: hall with storage, lounge/	
		bedroom with storage/modern fitted kitchen, bathroom	
	Exterior:	Communal gardens and parking - 2 permits	
Note	The property has communal gas central heating. Central heating and hot water is		
	included within the service charge of £1056.40 every six months. The vendor of this		
	property is a director of Edward Mellor Ltd.		
Possession	Vacant on completion		
Viewing	Auction Department 0161 443 4740		

Guide Price: £40,000+





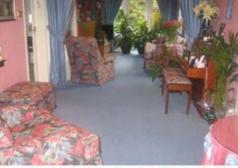
### Woodend Mills, Hartshead Street, Lees, Oldham, OL4 5EE Vacant industrial unit with B1/B8 usage approximately 1,400 sq.ft (130 sq.m)

Directions	Hartshead Street is off the main High Street (A669)	
Accomodation	Ground Floor:	Entrance, WC, showroom/storage, workshop one, workshop
		two, mezzanine storage
	Exterior:	Shared yard
Note	The estimated rental value is circa £6,000 per annum	
Possession	Vacant	
Viewing	Auction Department 0161 443 4740	

Guide Price: £40,000

**Lot 29** 









#### 23 Sheepfoot Lane, Prestwich, Manchester, M25 OBN

Five bedroom detached house

Directions	Sheepfoot Lane is the A6044 which runs between Bury Old Road and Middleton Ro		
Accomodation	Ground Floor:	Entrance porch, reception hall, dining room, lounge, family	
		room, dining kitchen with built in double electric oven, hob	
		and microwave, utility room, ground floor wc	
	First Floor:	Master bedroom with en-suite, four further bedrooms – one	
		with en-suite, family bathroom	
	Exterior:	The property is set in its own grounds with large gardens	
		to front and rear. A driveway provides off road parking for	
		several vehicles and leads to the double length garage with	
		lighting, sink unit and open shelving.	
Note	The property has central heating and partial double glazing. Interior photographs		
	taken prior to vacation.		
Possession	Vacant		
Viewing	Auction Department 0161 443 4740		

**Guide Price: £500,000+** 

#### **Lot 30**



### 471 Blackburn Road, Haslingdon BB4 5AT

#### Two bedroom end terraced house

Directions	Off Blackburn Road which is the main
	A680
Accomodation	
Ground Floor:	Lounge, dining kitchen
First Floor:	Two bedrooms, bathroom
Note	The property has central heating
Possession	Tenanted on six month AST from
	8.12.11 at £435 per calendar month
Viewing	External viewing only, the tenant must
	not be disturbed

Guide Price: £40,000+

#### **Lot 31**



### 13 Acheson Street, Gorton, Manchester, M18 8LQ

Two bedroom terraced house

Directions	Off Turner Street, Chapman Street, Hyde Road A57
Accomodation	
Ground Floor:	Two reception rooms, kitchen
First Floor:	Two bedrooms, bathroom
Exterior:	Small front garden, yard to rear
Note	The property has central heating
Possession	Tenanted – awaiting sight of tenancy,
	please refer to the legal pack
Viewing	External viewing only – the tenant
	must not be disturbed

Guide Price: £45,000

**Lot 32** 









# **341 Ripponden Road, Watersheddings, Oldham, OL1 4JJ** Modernised Four Bedroom End Terrace

Directions	Ripponden Road (A672) on the corner of Kilburn Road		
Accomodation	Ground Floor:	Hall, lounge, re-fitted dining kitchen, utility room	
	First Floor:	Four bedrooms, re-fitted bathroom	
	Exterior:	Enclosed rear yard	
Note	The property has central heating and double glazing		
Possession	Vacant		
Viewing	Auction Department 0161 443 4740		

Guide Price: £80,000

#### Lot 33



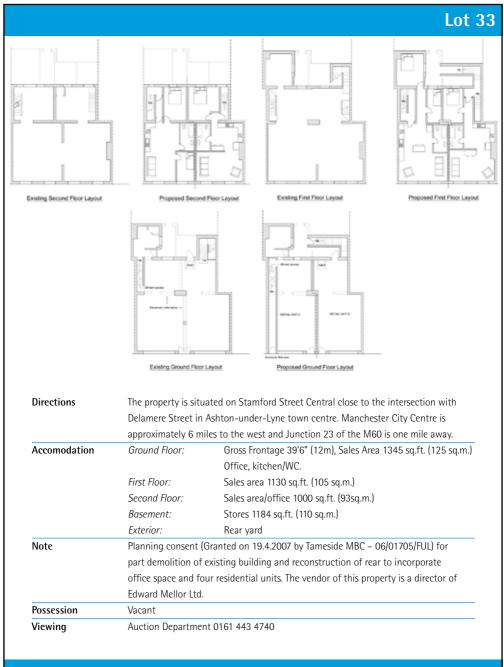
# 184-186 Stamford Street Central, Ashton-under-Lyne, Lancashire, OL6 7LR

A prominent substantial four storey commercial building in a town centre location. 4,660 sq.ft. with planning permission for commercial/residential usage.

A fantastic opportunity to acquire a building that could be divided into two ground floor retail units and four flats above (plans opposite). Alternatively, it could be a large ground floor unit and offices to first and second floors, all subject to planning permission.

If the building were to be split into six units, we would anticipate a minimum rental income of £40,000 per annum.

Guide Price: £160,000



Guide Price: £160,000

#### **Lot 34**



# 93 Longley Road, Huddersfield, HD5 8JU

#### Two bedroom end terraced property

**Directions** Longley Road is off Somerset Road

which is off the A629 Wakefield Road

Accomodation (not inspected)

Ground Floor: Lounge, kitchen

First Floor: Two bedrooms, bathroom/wc

Exterior: Yard to rear

**Possession** Tenanted - Six month AST from

17.11.2011 at £395 per calendar month

Viewing External viewing only – the tenant

must not be disturbed

#### Guide Price: £55,000

#### **Lot 35**



# 47 Arbory Ave, Moston, Manchester, M40 5HF

Two bedroom semi-detached house

**Directions** Off St George's Drive, Sulby Street,

Lightbowne Road B6393

Accomodation

Ground Floor: Two reception rooms, kitchen
First Floor: Two bedrooms, bathroom

Exterior: Gardens to the front and rear

Note The property has central heating and

double glazing

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £53,000

# 15 Dunston Street, Lower Openshaw, Manchester, M11 2JU

Two bedroom terrace

Directions Off Meech Street, off Victoria Street,

off Ashton Old Road (A635) close to

Matalan

Accomodation

Ground Floor: Lounge, dining kitchen First Floor: Two bedrooms, bathroom

Exterior: Pavement fronted, yard to the rear

Note The property requires full

refurbishment

Possession Vacant

Viewing Auction Department 0161 443 4740



Guide Price: £33,000

# 17 Dunston Street, Lower Openshaw, Manchester, M11 2JU

Two bedroom end terrace

Directions Off Meech Street, off Victoria Street,

off Ashton Old Road (A635) close to

Matalan

Accomodation

Ground Floor: Hallway, two reception rooms, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Pavement fronted, yard to the rear Note The property has central heating

Possession Vacant

Viewing Auction Department 0161 443 4740 **Lot 37** 





Guide Price: £39,000

email: auction@edwardmellor.co.uk

0161 443 4740



# 116 Glen Avenue, Moston, Manchester, M9 4EU

Two bedroom terraced house

**Directions** Off Gill Street, Moston Lane

Accomodation (not inspected)

Ground Floor: Kitchen, one reception room
First Floor: Two bedrooms, bathroom

Exterior: Small front garden, yard to rear

Possession Tenanted – Six month AST from

16.08.10 at £350pcm

**Viewing** External viewing only – the tenant

must not be disturbed

Guide Price: £43,000+





# Flat 4 The Limes, 24 Edgeley Road, Edgeley, Stockport, SK3 9NB

#### Vacant first floor flat overlooking Alexandra Park

Directions	Edgeley Road (B5465) heading from Edgeley Centre toward Cheadle Heath, opposite		
	Alexandra Park		
Accomodation	Ground Floor:	Communal entrance hallway	
	First Floor:	Hallway, living room, kitchen, two bedrooms, bathroom	
	Exterior:	Communal gardens, communal parking and garage	
Note	The property has c	The property has central heating and double glazing	
Possession	Vacant	Vacant	
Viewing	Auction Departme	Auction Department 0161 443 4740	

Guide Price: £70,000+

email: auction@edwardmellor.co.uk 0161 443 4740

# Lot 40

#### 2 Arran Street, Moston, Manchester, M40 9NN

Two bedroom end terraced house

Directions	Off Moston Lane, Rochdale Road A664	
Accomodation (not inspected)		
Ground Floor:	Lounge, dining kitchen	
First Floor:	Two bedrooms, bathroom/WC	
Exterior:	Rear yard	
Possession	Tenanted – six month AST from	
	20/04/10 at £380 per calendar month	
Viewing	Strictly external viewing only – the	
	tenant must not be disturbed	

Guide Price: £40,000

Directions

# Lot 41



# 12 Victoria Terrace, Longsight, Manchester, M12 4LB

Three bedroom end terraced house let on a Regulated Tenancy

Victoria Terrace is directly off

	Kirkmanshulme Lane A6010 which runs
	between Stockport Road A6 and Hyde
	Road A57
Accomodation (no	ot inspected)
Ground Floor:	Hall, lounge, dining room, kitchen
First Floor:	Three bedrooms, bathroom
Exterior:	Rear yard
Note	The property has double glazing
Possession	Tenanted effective £49pw from
	21.09.2009
Viewing	Strictly external viewing only, the
	tenant must not be disturbed

Guide Price: £55,000+





# Apartment 8a, 8-10 Scaitcliffe Street, Accrington, BB5 ORF

#### Two bedroom ground floor apartment

Directions	Scaitcliffe Street c	Scaitcliffe Street can be found directly off Blackburn Road	
Accomodation	Ground Floor: Lounge with open plan kitchen having built in oven and ho		
		two bedrooms, shower room/wc	
	Exterior:	Parking	
Possession	Tenanted – twelve month AST from 23.09.11 at £395 per calendar month		
Viewing	External viewing only – the tenant must not be disturbed		

Guide Price: £27,000+

#### **Lot 43**









# 69 Mersey Bank Avenue, Chorlton, Manchester, M21 7NT Three bedroom semi-detached with garage

Directions	Mersey Bank Avenue is located off Maitland Avenue, off Barlow Moor F			
	Southern Cemeter	Southern Cemetery main entrance		
Accomodation	Ground Floor:	Hallway, lounge, open plan dining kitchen		
	First Floor:	Three bedrooms, bathroom and separate WC		
	Exterior:	Front garden, driveway, garage and pleasant lawn garden to		
		rear		
Note	The property has c	The property has central heating and is double glazed and alarmed		
Possession	Vacant	Vacant		
Viewing	Auction Department 0161 443 4740			

Guide Price: £95,000+



# 161 Dickenson Road, Longsight/Victoria Park, Manchester M14 5HZ

Tenanted shop premises with two flats over, in busy parade of shops

Directions	Dickenson Road (A	Dickenson Road (A6010) close to junction with Anson Road (A34)	
Accomodation	Ground Floor:	Sales area, two offices	
	First Floor:	Three bedroom flat with open plan living area/kitchen,	
		bathroom	
	Second Floor:	Kitchen/diner, living room, bedroom, bathroom	
	Basement:	Cellar with kitchen and WC	
	Exterior:	Small yard to side/rear with potential for extending shop	
		with office over	
Note	An application has been submitted for the erection of a two storey rear extension to		
	form additional office accommodation reference: 097693/F0/2011/S1		
Possession	Awaiting sight of leases, second floor flat vacant		
Viewing	Auction Department 0161 443 4740		

Guide Price: £250,000

email: auction@edwardmellor.co.uk 0161 443 4740

# **Lot 45**

# 27 Sheldon Street, Clayton, Manchester, M11 4EN

Two bedroom terraced house

Directions Off Ravensbury Street which is off

Bank Street, off Ashton New Road

A662

Accomodation (not inspected)

Ground Floor: Hall, lounge, dining room, kitchen

First Floor: Two bedrooms, bathroom/wc

Exterior: Rear yard

Tenanted - Six month AST from Possession

09.12.05 at £350 per month

Viewing Strictly external viewing only - the

tenant must not be disturbed

Guide Price: £38,000+

#### **Lot 46**



Three bedroom end terrace



Alma Street off Rochdale Road (A671)

close to junction with Market Street/

Todmorden Road(A681)

Accomodation

Ground Floor:

Lounge, kitchen

First Floor:

Two bedrooms, bathroom

Additional Floors:

Loft bedroom

Exterior:

Pavement fronted

Note

The property has no central heating

pipework

Possession

Vacant

Viewing

Auction Department 0161 443 4740

Guide Price: £10,000-£15,000



# 687 Manchester Road, Denton, Manchester, M34 2NG Vacant semi-detached offices with potential for conversion

Directions	Manchester Road (A57) on corner with Laburnum Road		
Accomodation	Ground Floor:	Large hallway, WC, three rooms, kitchen	
	First Floor:	Landing, 4 rooms, bathroom	
	Exterior:	Gardens to two sides, parking to rear	
Note	The property has central heating and double glazing. The property may be sui for alternative usage, perhaps residential, subject to the necessary consents a		
	planning permission. Interested parties are advised to consult with the local planning		
	department directly for change of use/alterations: Tameside MBC, Council Offices,		
	Wellington Road, Ashton under Lyne, OL6 6DL		
Possession	Vacant	Vacant	
Viewing	Auction Department 0161 443 4740		

Guide Price: £175,000

email: auction@edwardmellor.co.uk 0161 443 4740

#### **Lot 48**



# 460 Moss Lane East, Rusholme, Manchester, M14 4PW Six bedroom HMO property with accommodation over three floors plus cellars

	Oxford Road and V	Vilmslow Road (B5117)
Accomodation	Ground Floor:	Hallway, lounge, lobby, second reception room and kitchen
		diner
	First Floor:	Landing, four bedrooms, shower room and separate WC
	Second Floor:	Open plan kitchen/living room, two bedrooms, bathroom and
		separate WC
	Basement:	Three large cellar chambers, one smaller chamber

This property is easily accessed by turning onto Moss Lane East at the junction with

Small front garden, large garden to rear

Guide Price: £285,000

Exterior:

Directions



# 460 Moss Lane East, Rusholme, Manchester, M14 4PW Six bedroom HMO property with accommodation over three floors plus cellars

Note	The property has central heating, double-glazing and is in good order throughout.
	Previously used as HMO and as such is up to current standards. Interested parties are advised to consult with the local planning department directly for change of use/redevelopment at:
	Manchester City Council, Town Hall, Albert Square, Manchester, M60 2LA.
	Tel 0161 234 5000
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £285,000

email: auction@edwardmellor.co.uk 0161 443 4740

#### **Lot 49**









# 1119 Hyde Road, Debdale Park, Gorton M18 7LN Refurbished three bedroom semi-detached

Directions	Hyde Road (A57) close to Debdale Park	
Accomodation	Ground Floor:	Hallway, open plan lounge and dining room, refitted kitchen
	First Floor:	Three bedrooms, refitted bathroom
	Exterior:	Front garden, driveway and landscaped rear lawn garden
		with decking area
Note	The property has o	entral heating and double glazing
Possession	Vacant	
Viewing	Auction Department 0161 443 4740	

Guide Price: £105,000











# The Brunswick Hotel, 122 Oldham Road, Middleton, M24 1AX

Public house with separate sandwich bar and income from 2 advertising hoardings

Directions	Oldham Road (A669) at traffic light junction/crossroads with Townley Street		
Advertising	Two hoardings producing £4,800 per annum on lease		
Accomodation	Ground Floor:	Hallway, two reception rooms, kitchen	
	First Floor:	Main bar, games room, two further bar areas, WC's, additional	
		shop premises to side	
	Second Floor:	Lounge, kitchen diner, four bedrooms, two bathrooms	
	Basement:	Beer cellar	
	Exterior:	Pavement fronted, yard to the rear, side beer garden	
Note	The property has central heating, trading figures can be provided on requ		
	Fixtures and fittings may be available separately under negotiation.		
Possession	Vacant		
Viewing	Auction Department 0161 443 4740		

Guide Price: £125,000

email: auction@edwardmellor.co.uk

#### **Lot 51**



### 7 Crossfield Road, Eccles, Manchester M30 7RY

Tenanted two bedroom ground floor flat

Directions	Close to the roundabout junction of Liverpool Road/Cadishead Road (A57) and	
	Liverpool Road (B5320	0) heading towards the M60 Eccles
Accomodation	Ground Floor:	Communal hallway, hall, lounge, dining kitchen, two double
		bedrooms, bathroom and separate WC
	Exterior:	The property has communal parking to the rear, a rear store
		and communal gardens to front and rear
Note	The property has rece	nt uPVC double glazing and gas central heating and is in
	good order throughou	t. It is imperative that you refer to the legal pack on this
	lot for clarification of charges levied against the property by the Housing	
	Association for future repairs.	
Possession	Tenancy confirmed as 6 month AST from 1st October 2011 £280 per month	
Viewing	Auction Department 0161 443 4740	

#### **Guide Price: Refer to auctioneers office**

#### 414 Bolton Road West, Ramsbottom, Bury, BLO 9RY

Three bedroom end terraced house

**Directions** Bolton Road West is the main A676,

and the property is close to Longsight

Lane and Woodhey High School

Accomodation

Ground Floor: Hall, lounge, dining room, kitchen First Floor: Three bedrooms, bathroom/wc

Exterior: Small garden to side, garage to rear

Note The property has central heating and

partial double glazing

Possession Vacant

Viewing Auction Department 0161 443 4740



**Lot 52** 

Guide Price: £50,000+



email: auction@edwardmellor.co.uk

0161 443 4740

### **Terms and Conditions**

#### for proxy and telephone bidding

1. A prospective purchaser must complete and sign the authorisation form opposite, using one form for each lot. In particular the purchaser should complete the part which shows the maximum price which he authorises the auctioneer to bid for a particular property. The maximum price to which the auctioneer is authorised to bid must be an exact figure (not, for example, "£100 over the highest bid in the room"). The auctioneer reserves the right not to bid on any purchaser's behalf should there be any error of confusion in respect of these instructions or the accompanying deposit cheque.

The completed form(s) must be delivered to Edward Mellor Auctions, 65–81 St Petersgate, Stockport SK1 1DS no later than the date stated on the registration form. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing.

- The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
- 3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
- 4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £2000,) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

In the case of telephone bidding, the purchaser may instead provide a blank cheque which the auctioneers will complete on behalf of the successful purchaser for 10% of the purchase price plus the 0.5% of the purchase price (min. £495.00) contract documentation charge.

- Unless the relevant lot is sold to the prospective purchaser, the amount of the maximum proxy or telephone bid will not be disclosed to the vendor or any other person whether before or after the sale without the consent of the prospective purchaser.
- 6. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
- 7. The auctioneer will make no additional charge for this service, and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity or instructions, late arrival of a proxy bid authorisation form, failure to contact a telephone bidder from the auction room, or for any other reason whatsoever. Telephone bidders are advised that should they become disconnected or interrupted during bidding, Edward Mellor Auctions will not be held responsible for any loss suffered in respect thereof.
- 8. The prospective purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the bid has not been successful, the proxy bidder will be notified by post and the deposit returned as soon as reasonably possible.
- 9. Prospective purchasers are advised to telephone Edward Mellor Auctions (0161-443 4740) before 10.00 am on the day of the auction to ensure that there are no amendments to the particulars of sale or special conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchaser's behalf, or refuse to accept bids by or on behalf of prospective purchasers, and the auctioneer will not be held responsible for any loss, costs or damages incurred as a result thereof.
- 10. When a prospective purchaser intends to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.

# Proxy and Telephone Bidding Authorisation Form

Method of bid (please tick one)	lding Proxy Telephone
Name:	
(if different)	
	Postcode
Telephone:	Work: Telephone bidders: please tick a box (or
	Home: preferred telephone number to use in the auction)
	If the telephone contact is broken or cannot be established the auctioneer is authorised to
	be established the auctioneer is authorised to continue to bid at his discretion on behalf of the telephone bidder up to the maximum bid
Date of Auction:	stated on this form. If you wish the auctioneer to continue in this way please tick this box.
Maximum Bid: I enclose a cheque or I also enclose a chequ	Amount of Deposit:  bank draft for 10% of the maximum bid to be used as deposit (minimum deposit £2,000.00) e for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00).  be made payable to Edward Mellor Ltd.
"I hereby instruct and Memorandum of Sale upon me. I have read Telephone Bidding. I a be read out by the au	Person acting for you:  authorise Edward Mellor's auctioneer to bid on my behalf for Lot No. and to sign a on my behalf, and understand that should my bid be successful the contract will be binding the General and Special Conditions of Sale and the Terms and Conditions for Proxy and ceept it is my responsibility to check for amendments to the catalogue details which may ctioneer. I enclose a cheque or banker's draft to the value of 10% of my maximum bid and a 5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor
Signed:	Date:

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The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION.

They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

#### Introduction

The common auction conditions have three main sections:

#### 1. Glossary

This gives special meanings to some words used in the rest of the conditions.

#### 2. Auction Conduct Conditions

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction, you do so on the basis that you accept them. They cannot be changed without the auctioneer's agreement.

#### 3. Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots;
- Any extra general conditions in the catalogue or an addendum;
- Special conditions that apply only to the lot you are buying (and which may vary the general conditions).

These conditions are legally binding.

#### Important Notice:

A prudent buyer will, before bidding for a lot at auction:

- Take professional advice from a conveyancer, and, in appropriate cases, a chartered surveyor and an accountant;
- · Read the conditions;
- Inspect the lot;
- Carry out the usual searches and make the usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and the purchase price;
- Check whether VAT registration and option is advisable.

The conditions assume that the buyer has acted as a prudent buyer. If you choose to buy a Lot without taking these normal precautions you do so at your own risk.

#### Glossary

In the CONDITIONS wherever it makes sense:
• Singular words can be read as plurals, and

- plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- Where the following words appear in capitals they have specified meanings. These are listed below.

#### ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

#### ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral appropriate the AUCTION

#### AGREED COMPLETION DATE

Subject to condition G9.3:
(a) the date specified in the SPECIAL CONDITIONS,

(b) If no date is specified, 20 BUSINESS DAYS after the CONTRACT date but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY

#### APPROVED FINANCIAL INSTITUTION

Any Bank or Building Society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

#### ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

#### ARREARS SCHEDULE

The arrears schedule (if any) forming part of the SPECIAL CONDITIONS

#### AUCTION

The auction advertised in the CATALOGUE.

#### AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra auction conduct conditions.

#### **AUCTIONEERS**

The auctioneers at the AUCTION.

#### **BUSINESS DAY**

Any day except (a) a Saturday or a Sunday or (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day.

#### BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER all obligations can be enforced against them jointly or against each of them separately.

#### CATALOGUE

The catalogue to which the CONDITIONS refer, including any supplement to it.

#### COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally

received in the SELLER's conveyancer's client account

#### CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

#### CONTRACT

The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT

#### CONTRACT DATE

The date of the AUCTION, or if the LOT is not sold at the AUCTION:

(a) the date of the SALE MEMORANDUM signed by both the SELLER AND BUYER; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail, the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

#### DOCUMENTS

Documents of title (including, if the title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

#### FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (not including a rentcharge).

#### GENERAL CONDITIONS

That part of the SALE CONDITIONS so headed, including any extra general conditions.

#### INTEREST RATE

If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgement debts, if applicable).

#### LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

#### OLD ARREARS

ARREARS due under any of the TENANCIES that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995.

#### **PARTICULARS**

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDLIM)

#### **PRACTITIONER**

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

#### PRICE

The price that the BUYER agrees to pay for the LOT.

#### READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all financial charges secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

#### SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

#### SALE MEMORANDUM

The form so headed available from the AUCTIONEERS on request (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

#### **SELLER**

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

#### SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

#### **TENANCIES**

Tenancies, leases, licences to occupy and agreements for lease, and any documents varying or supplemental to them.

#### TENANCY SCHEDULE

The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

#### TRANSFER

Transfer includes a conveyance or assignment (and 'to transfer' includes 'to convey' or 'to assign').

#### TUPE

The Transfer of Undertakings (Protection of Employment) Regulations Act 2006.

#### VAT

Value Added Tax or other tax of a similar nature.

#### VAT OPTION

An option to tax.

#### WE (AND US AND OUR)

The AUCTIONFERS.

#### YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

#### **Auction Conduct Conditions**

#### A1 INTRODUCTION

A1.1 Words in capitals have special meaning, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis

that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU and cannot be dis-applied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

#### A.2 OUR ROLE

A2.1 As agents for each SELLER we have authority to:

(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER; (b) offer each LOT for sale;

(c) sell each LOT:

(d) receive and hold deposits:

(e) sign each SALE MEMORANDUM;

(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, withdraw LOTS from sale, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

#### A3 BIDDING AND RESERVE PRICES

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the SELLER may fix the final reserve price just before bidding commences.

#### A4 THE PARTICULARS AND OTHER

#### INFORMATION

A.4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the auction and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information or a copy of a document provided by others WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

#### A5 THE CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This condition A5 applies to YOU if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must, before leaving the AUCTION: (a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;

(b) sign the completed SALE MEMORANDUM; and

(c) pay the deposit.

A5.4 If YOU do not WE may either
(a) as agent for the SELLER treat that failure as
YOUR repudiation of the CONTRACT and offer
the LOT for sale again: the SELLER may then have
a claim against YOU for breach of contract; or
(b) sign the SALE MEMORANDUM on YOUR
behalf.

#### A5.5 The deposit:

(a) is to be held as agent for the SELLER as stated in the SALE CONDITIONS;

(b) must be paid in pounds sterling by cheque or by bankers' draft drawn in OUR favour on an APPROVED FINANCIAL INSTITUTION. The Notices to Buyers at the front of the CATALOGUE states whether WE also accept debit or credit cards.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 If the BUYER does not comply with its obligations under the contract then:
(a) YOU are personally liable to buy the LOT even if you are acting as an agent; and
(b) YOU must indemnify the SELLER in respect

of any loss the SELLER incurs as a result of the BUYER's default.

A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

#### A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary, the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

#### **General Conditions of Sale**

Words in CAPITALS have special meanings, which are defined in the Glossary

The GENERAL CONDITIONS (including any extra general conditions) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM

#### G1 THE LOT

- G1.1 The LOT, including any rights granted and reserved (and any exclusions from it), is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any financial charges; these the SELLER must discharge on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority; (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health; (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoings and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made
- (i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT

is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.
- G1.9 The BUYER buys with full knowledge of (a) the DOCUMENTS whether or not the BUYER has read them:
- (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.10 The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

#### **G2 DEPOSIT**

G2.1 The amount of the deposit is the greater of:
(a) the minimum deposit stated in the AUCTION
CONDUCT CONDITIONS (or the total PRICE, if this
is less than that minimum); and
(b) 10% of the PRICE (exclusive of any VAT on
the PRICE)

#### G2.2 THE DEPOSIT

- (a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence; (b) is to be held as agents for the seller unless the special conditions provide otherwise. G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPILETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- G2.4 If a cheque for the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of contract.
- G2.5 Interest earned on the deposit belongs to the AUCTIONEERS unless the SALE CONDITIONS provide otherwise.

#### G3 BETWEEN CONTRACT AND COMPLETION

- G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:
- (a) produce to the BUYER on request all relevant insurance details:

- (b) pay the premiums when due;
- (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum assured or make other changes to the policy;
- (d) at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER:
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damages arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim;
- and the BUYER must on completion reimburse to the SELLER the cost of that insurance (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONIRACT DATE to COMPLETION.
- G3.2 No damage to or destruction of the LOT nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

#### **G4 TITLE AND IDENTITY**

- G4.1 Unless GENERAL CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOTas at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;
- (b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;
- (c) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;
- (d) If title in in the course of registration, title is to consist of certified copies of:
- (i) the application for certification of title made to the land registry;
- (ii) the DOCUMENTS accompanying that

application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry, and to instruct the land registry to send the completed registration documents to the BUYER.

(e) the BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):

(a) The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge of the BUYER; and

(b) The covenant set out in Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.

#### **G5 TRANSFER**

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER, and

(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the

BUYER, or by more than one TRANSFER.

#### **G6 COMPLETION**

G6.1COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest.

G6.3 Payment is to be made in pounds sterling and only by

(a) direct transfer to the SELLER'S conveyancer's client account; and

(b) the release of any deposit held by a stakeholder or agent for the SELLER.

G6.4 Unless the SELLER and the BUYER otherwise agree COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the total payment is unconditionally received in the SELLER'S conveyancer's client account.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

#### **G7 NOTICE TO COMPLETE**

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:

(a) terminate the CONTRACT;(b) claim the deposit and any interest on it if

held by a stakeholder; (c) forfeit the deposit and any interest on it; (d) resell the LOT; and

(e) claim damages from the BUYER.

**END** 

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
(a) terminate the CONTRACT; and (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 IF THE CONTRACT IS BROUGHT TO AN

If the CONTRACT is lawully brought to an end: (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under GENERAL CONDITION G7.3.

#### G9 LANDLORD'S LICENCE

G9.1 Where the LOT is or includes leasehold land and licence to assign is required, this CONDITION G9 applies:

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is to be not earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that the licence has been obtained.

#### G9.4 The SELLER must:

requirements.

(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and (b) enter into any authorised guarantee agreement properly required.

G9.5 The BUYER must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful

G9.6 If within 3 months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this condition) by notice to the other terminate the CONTRACT at any time before the licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9

#### G10 INTEREST AND APPORTIONMENTS

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the PRICE (less any DEPOSIT paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:

(a) the BUYER is liable to pay interest; and

(a) the BUYER is liable to pay interest; and (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable

by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:

(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

(c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

#### **G11 ARREARS**

#### Part 1 Current Rent

G11.1 "Current Rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if details of those ARREARS are given in the SPECIAL CONDITIONS

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

#### Part 2 BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:
(a) so state; or
(b) give no details of any ARREARS

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

(a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;

(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require:

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order:

(e) not without the consent of the seller release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

#### G12 MANAGEMENT

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION, (such as, but not limited to, an application for licence, a rent review, a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY, or a new tenancy or agreement to grant a new tenancy and:

(a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would but for the indemnity in paragraph (c)] expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;

(b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends: and

(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

#### **G13 RENT DEPOSITS**

G13.1 This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.

G13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment

in which the BUYER covenants with the SELLER

(a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach; (b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### G14 VA

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

#### **G15 TRANSFER AS A GOING CONCERN**

G15.1 Where the SPECIAL CONDITIONS so state: (a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER: (a) is registered for VAT, either in the SELLER's name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that:
(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
(b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after

(c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and (d) it is not buying the LOT as a nominee for another person.

COMPLETION;

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
(a) of the BUYER'S VAT registration;
(b) that the BUYER has made a VAT OPTION; and (c) that the VAT OPTION has been notified in writing to HM Revenue &t Customs; and if it does not produce the relevant evidence at least two BUSINESS DAY'S before the AGREED COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to: (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and (b) collect the rents payable under the

TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:

(a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; and

(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and

(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

#### **G16 CAPITAL ALLOWANCES**

G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:
(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and (b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.

#### **G17 MAINTENANCE AGREEMENTS**

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

#### **G18 LANDLORD AND TENANT ACT 1987**

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### **G19 SALE BY PRACTITIONER**

G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold
(a) in its condition at COMPLETION;
(b) for such title as the SELLER may have; and
(d) with no title guarantee; and the BUYER has
no right to rescind the contract or any other
remedy if information provided about the LOT is
inaccurate, incomplete or missing.

#### G19.5 Where relevant:

(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document f appointment and the PRACTITIONER'S acceptance of appointment; and

(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

#### **G20 TUPE**

G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies" this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "There are no employeees to which TUPE applies" the following paragraphs apply:

(a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.

(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees

(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.

(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

#### **G21 ENVIRONMENTAL**

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide. G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the

SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

#### **G22 SERVICE CHARGE**

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing: (a) service charge expenditure attributable to each TENANCY;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not yet been received;

(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds. BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the SELIER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETIONDATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

#### **G23 RENT REVIEWS**

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or

determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers;

(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER's period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARBFARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24 TENANCY RENEWAL**

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended), and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must: (a) with the co-operation of the SELLER take

immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER's period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

#### **G25 WARRANTIES**

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:

(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty;

(b) apply for, (and the SELLER and the BUYER must use all reasonable endeavours to obtain), any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

(a) hold the warranty on trust for the BUYER;

(b) at the BUYER's cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

#### **G26 NO ASSIGNMENT**

The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.

#### **G27 REGISTRATION AT THE LAND REGISTRY**

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as possible:

(a) procure that it becomes registered at Land Registry as proprietor of the LOT;

(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

(a) apply for registration of the transfer; (b) provide the SELLER with an official copy and title plan for the BUYER's new title; and (c) join in any representations the seller may properly make to Land Registry relating to the application.

#### G28 NOTICES AND OTHER COMMUNICATIONS

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if: (a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted

#### G28 CONTRACTS (Rights of Third Parties) ACT 1999

No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999. **Property Services: House Sales** 

**Lettings & Property Management** 

Mortgages

**Property Surveys** 

**Buildings Insurance** 

We Will Buy Your House

**Investments** 

Other Services:

Life Insurance

**Income Protection** 

**Pension Advice** 

Will Writing

**Probate Services** 

Conveyancing

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0161 443 4777

0161 443 4555

0161 443 4580

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